



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE
REFER TO FILE:

September 11, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MEMORANDUM OF AGREEMENT WITH THE U.S. DEPARTMENT OF THE
INTERIOR – BUREAU OF RECLAMATION REGARDING THE LOS ANGELES
BASIN STORMWATER CONSERVATION STUDY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee (1) to negotiate and execute a Memorandum of Agreement with the U.S. Department of the Interior – Bureau of Reclamation for the Bureau of Reclamation to provide up to \$895,036 of matching, in-kind services to the Los Angeles County Flood Control District in connection with the proposed Los Angeles Basin Stormwater Conservation Study; (2) to amend the Memorandum of Agreement to increase the amount of the Bureau of Reclamation's in-kind contribution to a total amount of \$1,000,000 if a sufficient appropriation is made in the Fiscal Year 2012-13 Federal Budget; and (3) to accept contributions from local stakeholders for the Los Angeles Basin Stormwater Conservation Study.

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

62 September 18, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the Los Angeles Basin Stormwater Conservation Study is exempt from the California Environmental Quality Act.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to negotiate and execute a Memorandum of Agreement with the U.S. Department of the Interior – Bureau of Reclamation for matching, in-kind services not to exceed \$895,036 from the Bureau of Reclamation for the Los Angeles Basin Stormwater Conservation Study and to amend the Memorandum of Agreement to increase the not-to-exceed amount to a total amount of \$1,000,000 if a sufficient appropriation is made in the Fiscal Year 2012-13 Federal Budget.
3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into Agreements to accept the contribution of funds or services from local stakeholders for the Los Angeles Basin Stormwater Conservation Study in amounts not to exceed \$100,000 per entity.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the Los Angeles Basin Stormwater Conservation Study (Study) is exempt from the California Environmental Quality Act (CEQA) and to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to negotiate and execute a Memorandum of Agreement (MOA) with the U.S. Department of the Interior – Bureau of Reclamation (Bureau), substantially similar to the enclosed draft. The MOA will enable the LACFCD to obtain matching services of up to \$895,036 in value from the Bureau to assist with the LACFCD's conduct of the Study.

The purpose of the recommended actions is also to authorize the Chief Engineer of the LACFCD or her designee to negotiate and execute an Amendment to the MOA to increase the Bureau's contribution amount to a total of \$1,000,000 if a sufficient appropriation is made in the Fiscal Year 2012-13 Federal Budget. The Bureau has indicated that it anticipates that an additional \$104,964 of in-kind services may be appropriated to the Study in the budget for the next fiscal year.

Lastly, the purpose of the recommended actions is to authorize the Chief Engineer of the LACFCD or her designee to accept contributions of cash or services (not to exceed \$100,000 per entity) from local stakeholders to assist in the completion of the Study.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). The Study will provide preliminary planning for improvements to the LACFCD's water conservation system infrastructure. The lives of the residents of the County of Los Angeles are enriched by indirectly accessing this highly essential infrastructure service through local water purveyors served by the LACFCD.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The anticipated total maximum cost to conduct the Study is approximately \$2,400,000 plus a contingency of \$360,000 for a total of \$2,760,000, which is proposed to be funded as follows: LACFCD's Flood Fund – \$1,864,964 and the Bureau's WaterSMART Basin Studies Program – \$895,036. Sufficient funds to cover LACFCD's share are available in the Fiscal Year 2012-13 Flood Fund Budget. Financing for the future years will be made available in the annual budget process.

If the anticipated additional appropriation is made in the Fiscal Year 2012-13 Federal Budget, the LACFCD's share will be reduced by \$104,964. The LACFCD will also be seeking assistance from other local agencies to contribute funds or in-kind services, which can be counted toward the non-Federal cost share of the Study. To date, local water agencies and nonprofit entities have committed in-kind services totaling \$59,960 in value.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Federal Secure Water Act of 2009 (Title IX, Subtitle F of Public Law 111-11) authorized the Bureau to provide technical assistance to non-Federal agencies with a value up to \$1,000,000 per agency under the WaterSMART Basin Studies Program.

The Federal Secure Water Act of 2009 was passed with the purpose of addressing water security challenges in the western states affected by competition for finite water supplies, extended droughts, and the compounding effects of climate change. Under the Federal Secure Water Act of 2009, the WaterSMART Basin Studies Program

focuses on addressing basinwide water supply issues, with specific consideration of risks and impacts of climate change that could potentially be resolved with changes to the operation of water supply systems, modification to existing facilities, development of new facilities, or nonstructural changes. Under this program, the Bureau provides up to \$1,000,000 worth of in-kind services through partnership with non-Federal applicants. Applicants must match 50 percent of the cost of the Study, which can be covered with in-kind services, cash contribution, or a combination of both.

In March 2011, the LACFCD submitted a Letter of Interest to the Bureau indicating that the LACFCD would like to be considered for a partnership with the Bureau under the WaterSMART Basin Studies Program to perform a study to determine the long-term potential for the LACFCD's facilities to capture increased amounts of local stormwater for water supply purposes and develop conceptual planning for enhancement and expansion of the LACFCD's facilities to meet future water supply needs.

In May 2011, the LACFCD submitted a formal proposal for the Study seeking a partnership in which the Bureau would provide up to \$1,000,000 in in-kind services. The Bureau notified the LACFCD in July 2011 that although they would not provide the full financial assistance sought for the Study, it would provide in-kind services in an amount up to \$75,000 to assist with revising the Study proposal and preparing a Plan of Study, a separate document needed as a preliminary requirement for conducting the Study, for submittal in the next round of funding for the WaterSMART Basin Studies Program. On November 29, 2011, under agenda item 36, your Board authorized the Chief Engineer of the LACFCD to enter into an MOA with the Bureau to receive these services.

On February 8, 2012, the revised Study proposal and the Plan of Study documents were submitted to the Bureau for consideration of a partnership. The Bureau notified the LACFCD on March 21, 2012, and May 10, 2012, that it would receive \$620,036 and an additional \$275,000, respectively, for a total of \$895,036 in services as its share in partnership with the LACFCD on the Study. The Bureau recently informed the LACFCD that an additional \$104,964 in services may also be available in the upcoming Federal Fiscal Year 2012-13, resulting in the maximum Federal contribution of \$1,000,000 toward the Study.

The MOA will be reviewed and approved as to form by County Counsel prior to execution by the Chief Engineer of the LACFCD.

ENVIRONMENTAL DOCUMENTATION

The proposed project is statutorily exempt from CEQA. The Study involves only feasibility or planning studies for possible future actions, which the LACFCD has not approved, adopted, or funded and, therefore, is exempt from CEQA pursuant to Section 15262 of the CEQA Guidelines.

The Study is also considered to be routine planning investigation activity, which is categorically excluded from the National Environmental Protection Act compliance under Chapter 14, Part 516, in the U. S. Department of the Interior Manual.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

The LACFCD will benefit from the WaterSMART Basin Studies Program in its efforts to implement innovative approaches to planning for future water supply needs.

CONCLUSION

Please return two adopted copies of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,



GAIL FARBER
Director of Public Works

GF:GH:jtz

Enclosure

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT
BETWEEN
Los Angeles County Flood Control District
AND
Bureau of Reclamation, Department of the Interior
FOR THE
LOS ANGELES BASIN STORMWATER CONSERVATION STUDY

THIS AGREEMENT for the Los Angeles Basin Stormwater Conservation Study (Study) is made and entered into this _____ day of _____ 2012, by the Los Angeles County Flood Control District (LACFCD) and the United States Department of the Interior, Bureau of Reclamation (Reclamation) Southern California Area Office (SCAO), hereinafter collectively referred to as the “**Partners.**”

I. Purpose of the Agreement:

The Partners agree to work collaboratively to perform the Study. This Agreement establishes the terms for funding the Study and the terms and conditions that will help guide the performance of the Study.

II. Definitions:

- A. Reclamation means the United States Department of the Interior, Bureau of Reclamation.
- B. SCAO means the Southern California Area Office, Bureau of Reclamation.
- C. LACFCD means the Los Angeles County Flood Control District and any collaborating agency or partner that contributes monetary value or in-kind services during the course of this Study.
- D. Partners means Reclamation and LACFCD, also referred collectively as parties.
- E. Parties mean either Reclamation or LACFCD.
- F. Stakeholder means any entity that is not Reclamation or LACFCD that may provide input, data, comments, or participate in the public involvement process related to the Study. Reclamation and LACFCD may invite Stakeholders to Study-related meetings where their input and expertise is desired.
- G. Confidential Information means trade secrets or commercial or financial information that is privileged or confidential under the meaning of 5 U.S.C. §552(b)(4). However, this Agreement and the documents that are shared pursuant to this Agreement must comply with relevant Freedom of Information Act (FOIA) and State open records act laws.
- H. Term of Agreement means that period set forth under Section X, Article A.

- I. Subject Invention means any invention or discovery, which is or may be patentable under Title 35 of the United States Code, conceived or first actually reduced to practice in the performance of work under this Agreement.
- J. Project Team provides expertise, experience, and knowledge that relate to the Study's scope and objectives. Members include staff from Reclamation and LACFCD, workgroups and staff from other entities who may be contracted to provide specific information, knowledge, and support.
- K. ELT means Executive Leadership Team, composed of one policy-level representative each from Reclamation and LACFCD.

III. Purpose of the Study

- A. The purpose of the Study is to identify alternatives, conduct trade-off analyses and develop recommendations for bridging the gap between current and future water supply and demand in the Study watersheds.
- B. LACFCD and Reclamation will conduct the Los Angeles Basin Stormwater Conservation Study to help assure that impacts and adaptation to climate change, increasing energy demands, and water quality/water supply needs are met for the future. This approach incorporates:
 - 1- Past and present regional and local planning studies within the Los Angeles Basin;
 - 2- A "bottom up" approach to regional water resources management planning in a more integrated and collaborative approach;
 - 3- Advances in the science and technology of new climate change and greenhouse emissions modeling, adaptation planning on a watershed basin basis; and,
 - 4- Expands collaborative outreach to all major water uses and stakeholders in the watershed basin.

LACFCD acknowledges that Reclamation will utilize this Study to meet portions of the Secure Water Act (42U.S.C. §10363).

- C. The Study has two principal objectives. The first is to evaluate the long-term potential of existing LACFCD flood control dams, reservoirs, spreading grounds, and other interrelated facilities to conserve increased amounts of stormwater for water supply. The second objective is to analyze the potential for new storage, recharge, and conveyance facilities and operational changes to capture increased stormwater volumes for water supply. Each objective will be met through detailed scientific, engineering, and economic analyses.
- D. Background: The Study encompasses 1,900 square miles and includes the Los Angeles River, San Gabriel River, North Santa Monica Bay, South Santa Monica Bay, Dominguez Channel/Los Angeles Harbor, and Ballona Creek watersheds. The Basin

Study area is home to over 10 million people, over 25% of the state's population. Water usage exceeded 1.6 million acre-feet in water year 2010-2011¹, and local regional planning efforts project a potential 800,000 acre-feet/year shortfall by 2025². This shortfall could be exacerbated by climate variability as the area is subject to cycles of changing ocean temperatures, currents, and upwelling known as the El Nino and La Nina cycles.

IV. Study Approach, Expected Outcomes and Deliverables

- A. The Study will be technically oriented, incorporating information from the latest science, engineering technology, climate models, and innovations. The level of analysis of the strategies and options will be similar to an appraisal-level study. The Study will take a collaborative approach and foster Stakeholder participation and input throughout the Study.
- B. Management of the Study will be accomplished through the Executive Leadership Team and designation of Co-Study Managers.
 - 1. The Executive Leadership Team (ELT) will be composed of one policy-level representative each from Reclamation and LACFCD. The ELT will determine all key and advanced policy issues.
 - 2. The ELT will designate one Co-Study Manager from Reclamation and one Co-Study Manager from LACFCD. The Co-Study Managers will comprise the Project Managers.
 - 3. The Co-Study Managers will steer and guide the efforts of the Study such that the objectives of the Study are met in an effective, efficient manner, and within the Study's financial and time constraints.
 - 4. The Co-Study Managers will lead the Project Team, comprised of the Stakeholder Technical Advisory Committee, Study Technical Teams, and Independent Peer Review Panel (see Exhibit B, Plan of Study for further details).
- C. The primary products of the Study will be interim written reports to be integrated into a final report that will include the following key task elements:

¹ MWD Calculations, IRPSIM Sales Model Projection 20a2, January 2012.

² Greater Los Angeles County Integrated Regional Water Management Plan, 2006, pg. 2-18, <http://www.ladpw.org/wmd/irwmp>. Metropolitan's Integrated Resources Plan proposes that its member agencies develop projects to increase local water production and conservation, and further suggests that financial incentives can facilitate some of those projects to fill the gap.

BASIN STUDY TASK	MILESTONE DELIVERABLES	DATE
Water Supply, Demand, and Gap Analysis Projections	Draft Water Supply, Demand, and Gap Analysis Report	February 2013
Downscaled Climate Change and Hydrologic Modeling	Draft Climate Change and Hydrology Report	February 2013
Existing Infrastructure Response	Draft Existing Infrastructure Response Report	April 2013
Infrastructure and Operations Concepts	Draft Infrastructure and Operations Concepts Report	November 2013
Trade-Off Analysis and Recommendations	Draft Trade-Off Analysis and Recommendations Report	June 2014
Final Report	Los Angeles Basin Stormwater Conservation Study Report	September 2014

V. Plan of Study

The Plan of Study (POS) is attached hereto and incorporated herein as Exhibit B. All Parties acknowledge that as the Study progresses, additional detailed tasks and sub-tasks may be determined by the Project Team and approved by the ELT. If the Project Team determines that substantial changes or modifications to the (POS) are necessary, the Parties may amend Exhibit B by mutual written agreement after approval by the ELT.

VI. Study Cost and Funding

- A. The total estimated cost of this Study is \$2,422,626 and will be cost-shared between Reclamation and the LACFCD. Pursuant to Section 9503(d)(2) of Public Law 111-11 (42 U.S.C. § 10363(d)(2)) and the Basin Study Framework, the federal share of the cost of the Study shall not exceed 50 percent of the cost of the Study, and the non-federal share of the cost of the Study may be contributed either in cash or in the form of in-kind services that substantially contribute to the completion of the Study. The cost-share for this Study shall be for in-kind services in the amount of \$1 million from Reclamation, \$1,362,666 from LACFCD as a combination of cash and in-kind services, and \$59,960 provided as in-kind services from collaborating agencies.
- B. By the expiration date of this Agreement, LACFCD will contribute their financial obligation (\$1,362,666) as cash and/or in-kind services by performing concurrent studies which shall provide information and data integral to this Study's objective. Collaborating agencies will provide \$59,960 as in-kind services by performing concurrent studies which shall provide information and data integral to this Study's objective (see Exhibit C). If

cash will be provided, all cash funds contributed will be transferred to Reclamation and deposited within a designated account.

- C. In the event that any funds advanced to Reclamation by LACFCD are not required to complete the work under the Study, such excess funds shall be returned by Reclamation to the Partner without interest, upon completion of the work defined by the Study; provided, however, that in the event the Parties agree on additional work consistent with the direction of this Agreement, such excess funds may be retained by Reclamation.
- D. Beginning not later than March 31, 2013, and thereafter on a quarterly basis during the term of this Agreement, each Partner shall provide the other with a report identifying the tasks it has performed under this Agreement since the preceding quarterly report and the costs it has incurred for each task. Reclamation shall report all the tasks it performs and the costs it incurs for which Reclamation pays using either federal funds or funds advanced to Reclamation by LACFCD under Section VI.A and VI.B, above, and shall also report the amount of funds advanced by LACFCD which Reclamation has expended or obligated to perform work under this Agreement. LACFCD shall report all the tasks it performs and the costs it incurs as part of its in-kind services contribution under Section VI.A and VI.B, above. Each quarter, the Partners shall determine the total amount of contributions to the costs of the Study made by each Partner and by collaborating agencies under this Agreement, including both cash and in-kind services. When closing out this Agreement at the end of its term, the Partners shall make a final accounting of contributions made by each Partner and any collaborating agencies to the total costs of the Study to assure that the total contributions of the Partners and collaborating agencies are as specified in Section VI.A and VI.B, and that the total combined contribution of LACFCD and the collaborating agencies is at least 50% of the final total costs of the Study under this Agreement. See tracking template in Exhibit D.

VII. Authorities

- A. Nothing in this Agreement alters the statutory authorities or any other authorities of Reclamation or LACFCD. This Agreement is intended to facilitate cooperative efforts for mutual provision of services and support and technical assistance by both Parties in the conduct of meeting the objectives and scope of the Study. This Agreement does not supersede or void existing agreements between Reclamation and LACFCD.
- B. Reclamation's authority to enter into this Agreement:
 - 1. Reclamation Act of June 17, 1902 (Ch. 1093, 32 Stat. 388; 43 U.S.C. §372, et seq.) and acts amendatory thereof and supplementary thereto.
 - 2. The Sundry Civil Expenses Appropriations Act, March 4, 1921, 43 U.S.C. §395 (Contributed Funds Act).

3. Public Law 111-11, Title IX, Subtitle F (42 U.S.C. § 10361, et seq.)(Secure Water Act), especially Section 9503 (42 U.S.C. § 10363).

C. LACFCD's authority to enter into this Agreement:

1. The Los Angeles County Flood Control District (LACFCD) is a public agency
5. LACFCD has legal authority to enter into this Agreement through the Los Angeles County Flood Control Act, West Water Code Appendix, Chapter 28.
6. LACFCD has legal authority to enter into this Agreement and participate as a full partner with Reclamation under the WaterSMART's Basin Study Program as authorized by the Secure Water Act.

VIII. Anti-Deficiency Act

The expenditure or contribution of any funds for the performance of any obligation of any Party under this Agreement shall be contingent upon appropriation or allotment of funds for the payment of such obligation. No liability shall accrue to any Party in case funds are not appropriated or allotted. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

IX. Reports

- A. Freedom of Information Act (FOIA), 5 U.S.C. §522, Disclosures: The Parties understand and agree that all communications, including this Agreement, may be disclosed to the public by Reclamation in accordance with the FOIA process unless protected under any FOIA exemption. And, similarly, there is a State open records act in California (Code §§ 6250-6276.48) that may require LACFCD to disclose to the public in accordance with State law, unless protected by exemption.
- B. Final Reports: The results of this Agreement and the science, engineering, and technology data that are collected, compiled, and evaluated under this Agreement shall be shared and mutually interchanged by LACFCD and Reclamation. A final report summarizing all data and findings shall be prepared by Reclamation and LACFCD. Reclamation and LACFCD shall have 60 days to review the manuscript prior to submission for publication. The report shall acknowledge this Agreement and the contribution of each Party's personnel and any Stakeholders' contributions that are requested by Reclamation and/or LACFCD. The final content of the Report will be determined by Reclamation and LACFCD.

X. Term and Termination

- A. Term: This Agreement shall take effect upon the approval of the Parties and, unless earlier terminated by the Parties, will expire on March 31, 2015, unless amended.
- B. Amendment: If either Party desires to modify this Agreement, both Parties shall confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed by both Parties.
- C. Withdrawal: Either Party may withdraw from this Agreement at any time, with or without cause, and without incurring liability or obligation to the other Party by providing notice to the other Party at least ninety (90) calendar days prior to withdrawing from this Agreement. Notwithstanding the above, if LACFCD withdraws from this Agreement, LACFCD shall forfeit any funds provided to Reclamation under this Agreement prior to the date of withdrawal.
- D. Liability: It is understood and agreed that neither party to this Agreement shall be responsible for any damages or injuries arising out of the conduct of activities governed by this Agreement, except to the extent that such damages and/or injuries were caused by the negligent or wrongful acts or omissions of its employees, agents or officers. Reclamation's liability shall be limited by the Federal Tort Claims Act, 28 USC 2671, et seq.

XI. Key Personnel

- A. Each Party shall designate key personnel for receipt of notices and other purposes under this Agreement ("Key Personnel"). The Key Personnel for each Party are listed in Exhibit A, which is attached hereto and incorporated herein.
- B. Should a Party designate new Key Personnel during the term of this Agreement, the Party shall provide the other Parties with notice of the name of its new designated Key Personnel in accordance with Section XII.
- C. The Key Personnel are not authorized to change or interpret with authority the terms and conditions of this Agreement.

XII. Notices

Notices, requests, demands, or other communications between the Parties under this Agreement, including copies of any correspondence among the scientific and/or technical representatives of each Party that interpret or may have a bearing on the legal effect of this Agreement's terms and conditions, shall be sent to the Key Personnel listed in Exhibit A. Notice will be sufficiently given for all purposes as follows:

- A. Personal Delivery: When delivered to the recipient, notice is effective upon delivery.

- B. United States Mail: When mailed, postage prepaid, by first class mail, notice is effective three business days after the date the notice is mailed by the sender. When mailed, postage prepaid, by certified mail, return receipt requested, notice is effective on receipt, if a return receipt confirms delivery.
- C. Overnight Delivery: When delivered by an overnight delivery service such as Federal Express, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

XIII. General Provisions

- A. Limitations: This Agreement sets out the Parties' intentions and objectives and does not direct or apply to any person besides LACFCD and Reclamation. This Agreement is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by anyone against the United States, its agencies, its officers, or any person.
- B. Subcontracting Approval: A Party hereto desiring to obtain and use the services of a third party via contract or otherwise shall give prior notice to the other Party, including details of the contract or other arrangement. This requirement is to assure that confidentiality is not breached and rights in Subject Inventions are not compromised.
- C. Assignment: No Party has the right to assign this Agreement or any of its responsibilities hereunder.
- D. Endorsement: This Agreement and/or the results of the Study funded under this Agreement are not to be construed as an endorsement of the results of the Study by the Federal government or LACFCD, except as may be explicitly stated by an authorized representative of the Federal government or by an authorized representative of LACFCD.
- E. Disputes: Any dispute arising under this Agreement, which cannot be readily resolved, shall be submitted jointly to the Key Personnel, identified in Exhibit A, Key Personnel. Each Party agrees to seek in good faith to resolve the issue through negotiation or other forms of nonbinding dispute resolution processes mutually acceptable to the Parties. Pending the resolution of any dispute or claim, each Party agrees that performance of all obligations shall be pursued diligently.
- F. Force Majeure: No Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party:
 - 1. Which causes the Party to be unable to perform its obligations under this Agreement; and
 - 2. Which it has been unable to overcome by the exercise of due diligence.
 - 3. This includes, but is not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strikes, labor dispute, failure or sabotage of any Party's facilities or any

order or injunction made by a court or public agency.

- G. Governing Law: The construction, validity, performance, and effect of this entire Agreement shall be governed by the laws applicable to the Government of the United States of America in accordance with applicable Federal Law as interpreted by Federal Courts.
- H. Waiver: The failure of any Party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.
- I. Severability: In the event any provision of this Agreement is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.
- J. Counterparts: This Agreement may be executed in duplicate and each original shall be equally effective.
- K. Sovereign Immunity: The Parties do not waive their sovereign immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- L. Third Party Beneficiary Rights: The Parties do not intend to create in any other individual or entity the status of third party beneficiary. The rights, duties, and obligations contained in this Agreement shall operate only among the Parties and shall inure solely to the benefit of the Parties to this Agreement.
- M. All contractors shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- N. Drafting Considerations: Each Party has participated fully in the drafting, review and revision of this Agreement, each of whom is sophisticated in the matters to which this Agreement pertains, and no Party shall be considered to be the sole drafter of this Agreement.
- O. Officials Not To Benefit: No Member of or Delegate to the Congress, or Resident Commissioner, shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

Entire Agreement: The terms and conditions contained in this Agreement constitute the entire Agreement and understanding by and among the Parties and shall supersede all other communications, negotiations, arrangements and agreements either oral or written, with respect to the subject matter herein.

IN WITNESS WHEREOF, the Partners hereto have caused this Agreement to be executed.

APPROVED AS TO FORM:

JOHN KRATTLI
Acting County Counsel

By _____
Deputy

Date

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By _____
Chief Engineer

Date

APPROVED AS TO FORM:

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

By _____
William J. Steele, Area Manager

Date

EXHIBIT A

KEY PERSONNEL

Organization	Primary Contact	Contact Information
LACFCD	Angela George	Principal Engineer (626) 458-4325 ageorge@dpw.lacounty.gov
LACFCD	Christine Quirk	Senior Civil Engineer (626) 458-4327 cquirk@dpw.lacounty.gov
LACFCD	Greg Jaquez	Associate Civil Engineer (626) 458-5923 gjaquez@dpw.lacounty.gov

Reclamation Key Personnel

Region	Primary Contact	Contact Information
SCAO	William Steele	Area Manager 951-695-5310 wsteele@usbr.gov
SCAO	Jack Simes	Planning Officer 951-695-5310 jsimes@usbr.gov
SCAO	Amy Witherall	Water Resources Planner 951-695-5310 awitherall@usbr.gov

Agreement No. XXX

EXHIBIT B
PLAN OF STUDY

EXHIBIT C**CONTRIBUTING PARTNERS**

As of August 6, 2012, the contributing partners include the following cost-share agencies.

Agency/Organization	In-Kind Services Dollar Amount	Service Contribution
Arroyo Seco Foundation	\$5,000	Technical review and comment on study reports, attend meetings
Council for Watershed Health	TBD	Technical review and comment on study reports, attend meetings
Crescenta Valley Water District	\$3,000	Technical review and comment on study reports, attend meetings
Foothill Municipal Water District	\$5,000	Technical review and comment on study reports, attend meetings, coordination with stakeholders
Heal the Bay	\$900	Technical review and comment on study reports, attend meetings
Long Beach Water Department	TBD	Technical review and comment on study reports, attend meetings
Los Angeles Department of Water and Power	\$8,560	Technical review and comment on study reports, attend meetings
Metropolitan Water District of Southern California	\$7,500	Technical review and comment on study reports, attend meetings, coordination with stakeholders
Pomona Valley Protective Association	TBD	Technical review and comment on study reports, attend meetings, coordination with stakeholders
Raymond Basin Management Board/Main San Gabriel Basin Watermaster/San Gabriel Valley Protective Association	TBD	Technical review and comment on study reports, attend meetings, coordination with stakeholders
Six Basins Watermaster	TBD	Technical review and comment on study reports, attend meetings
Southern California Water Committee	N/A	N/A
Three Valleys Municipal Water District	\$10,000	Technical review and comment on study reports, attend meetings, coordination with stakeholders
Tree People	TBD	Technical review and comment on study reports, attend meetings

U.S. Army Corps of Engineers	N/A	Technical review and comment on study reports, attend meetings
U.S. Department of Agriculture, Forest Service	N/A	Information
Upper Los Angeles River Area Watermaster	TBD	Technical review and comment on study reports, attend meetings
Upper San Gabriel Valley Municipal Water District	TBD	Technical review and comment on study reports, attend meetings, coordination with stakeholders
Water Replenishment District of Southern California	\$10,000	Technical review and comment on study reports, attend meetings, coordination with stakeholders
West Basin Municipal Water District	\$10,000	Technical review and comment on study reports, attend meetings, coordination with stakeholders
TOTAL	\$59,960	

EXHIBIT D

FORMAT FOR RECONCILING MATCH

The study team will use the below format when reconciling the cost-share match each quarter.